



# CONTRACT OF ADHESION

## to the implementation period 2018

The re-introduction and monitoring of Bearded vultures in Europe is a unique international cooperation that has become a referent for conservationists all over the world in its 25 years of history. In this period, what seemed an impossible mission has turned into a reality, and the Bearded vulture is once again flying freely through the mountainous skies where they once ruled, and got extinct due to direct human persecution. Nevertheless, the work is far from done, and many years will still pass until the population is secure against the same causes that led to its former disappearance, which will only be achieved through the long-term collaboration and commitment of all the partners. This is the reason why the International Bearded vulture Monitoring (IBM) was established. A frame convention for the IBM was subsequently prepared, and tasks and responsibilities, and a financial structure, agreed between all the partners.

In the end of 2014 the manager of the IBM resigned. There have also been calls to reform the structure of the IBM, notably its funding modality, as partners were finding it increasingly difficult to justify the costs. In order to secure the continuity of the very important processes and functions of the IBM, the Vulture Conservation Foundation (VCF) submitted a proposal to assume the management of the IBM for one year, to continue with the ongoing processes and to propose a new model for the medium-term future, including the financial sustainability and model of the IBM. For 2017 to 2019 the VCF secured co-funding for the IBM management. Therefore the annual partner fee can be reduced. For 2018, the partner fee for partner which are releasing birds is 1600 Euros and for all other partners 800 Euros.

This **contract** is supplementary and subjected to the **IBM Frame Convention**.

The annual fee should be paid by direct bank transaction (excluding transfer costs) according to the invoice.

..... represented by ..... hereby certify  
their adhesion to the implementation period 2018 of the project "International Bearded vulture  
Monitoring" (IBM). The undersigned hence consents with the contribution fee of this implementation  
period which amounts to a minimum base of 800 €.

....., on the ..... of ..... of the year .....

# FRAME CONVENTION

## "INTERNATIONAL BEARDED VULTURE MONITORING" I.B.M.

### I. General definitions:

- **IBM Members:** Are the institutions (national and nature parks, foundations, regional government, etc.) signing the Convention and equal partners in the project. They actively participate in the exchange of information, base of the IBM, undertaking a series of responsibilities and obligations, but also profiting from the international collaboration and coordination. Each IBM Member, with the exception of the VCF, is responsible of the monitoring of a certain area independent to the areas of other IBM Members; new institutions can only join the IBM when their areas of responsibility are not overlapping existing ones. Each IBM Member selects one representative as spokesman, also known as permanent contact.
- **Leading Member:** Is an IBM Member that has been elected as leader of the project by the Steering Committee. Although it is equal to the rest of IBM Members in terms of rights over the data, it is responsible of the coordination and management and helps to bring forward important decisions.
- **Administration:** Is the entity commissioned by the Leading Member to carry out a specific part of the administrative work in its name. It is represented by the figure of the IBM Administrator.
- **Secretary Board:** Is a small group of voluntary collaborators (up to 3 contributors) whose function is to assist the IBM Administration for a limited period of time in certain specific actions such as the development of protocols, reports, etc. The Secretary Board is responsible for the documentation of important decisions (minutes) of the annual meeting of the Steering Committee.
- **Steering Committee:** Is the highest organ of the IBM and is in charge of taking the most relevant decisions. It consists of one voting representative of each IBM Member with authority to take decisions (also about financial contributions up to 500€) in the name of its institution and one observer both of ALPARC and the VCF. The Steering Committee meets at least once a year; this meeting is chaired by the IBM Administration as proxy of the Leading Member. Additionally to the aforementioned participants, external people (without vote) might be invited to attend the meeting after express conformity of all IBM Members. In this meeting, the IBM Administration presents the annual work and future actions of the IBM.
- **Areas of responsibility:** Are the areas controlled by a single IBM Member where monitoring responsibility for the species includes entering of the information gathered by observers in the region. A map with the current controlled areas is provided in the Annex.

- **Annual Foundation Meeting:** Is an international conference where expert on the Bearded vulture gather to evaluate the yearly development of the populations. The organisation of the meeting is coordinated by the hosting entity. Usually, the Steering Committee also meets on the occasion of the Annual Meeting independently to discuss exclusively IBM matters.
- **Data base:** Is a multilingual online tool used to store all the data gathered by the IBM network concerning the species, from information about each bird released and wild born and genetics to observations and information of the couples in nature. The Data base was originally created with funds of the Foundation for the Conservation of the Bearded Vulture (FCBV), renamed to Vulture Conservation Foundation (VCF), which generously transferred its ownership to the IBM Steering Committee. The data base is structured in different levels depending on the accessibility granted to the users (see user guide in the Annex).
- **Annex to the Frame Convention:** The Annex forms part of the Frame Convention and contains various additions such as a list of bodies that currently are part of the IBM framework (Leading Member, Secretary Board and Administration etc.), a map of the monitored areas, a table with the yearly work of each part, etc.

## II. Objectives of the IBM

The global objective of the IBM is its function as a tool primarily to assess population status of Bearded vulture originally in the Alpine range and afterwards other subpopulations, and furthermore to evaluate conservation measures such as release, protection of reproduction sites, reduction of mortality risks etc. Therefore the main operational objectives of the IBM will be on the long-term to:

- Evaluate the degree of success of reintroduction (e.g. by referring to conservation actions) in areas of former occurrence.
- Assess the population health status
- Identify monitoring gaps (to help IBM Members to close them on the regional level).
- Provide feedback (e.g. reports, maps etc.) as a basis for IBM Members to raise public awareness, help in the management on a local level and decide in scientific matters decisions.
- Point out to which extent connection between extant populations has been observed
- Facilitate external scientific analyses
- Increase the overall networking effort among collaborators

All the information provided will help to elaborate Action Plans on the national and/or international levels (external action).

Raising funds is not a task of the IBM administration; however the outcome of the project supports fundraising on the regional, national and international level.

Details such as tasks & responsibilities, costs & structure have been defined in the Annex.

### III. Project duration

a) In principle, the aim of the project is to establish a long-term monitoring. However, due to feasibility and legal aspects the project itself is planned and implemented in periods of e.g. 3 years; at the end of each implementation period the IBM Administration will prepare an evaluation of the objectives and project outcome, and the results will be discussed during that year's meeting of the Steering Committee. Likewise, the strategy for the new implementation period will be decided by majority of votes within the Steering Committee. An additional contract independent from the Frame Convention (*Contract of adhesion to the implementation period*) will be signed by the IBM Members at the beginning of each new period.

b) It is not allowed to revoke a membership during an implementation period, as stated in the contract that each IBM Members signed beforehand. When each implementation period comes to an end, the IBM Members might decide to stop the collaboration with the IBM for some extraordinary reason; in that case, it must be communicated via written to the Leading Member until the 1<sup>st</sup> of October of the last year of the period, and shall become effective by the 31.12 of that very year. The decision must likewise be reported to the remaining IBM Members in written before the end of the year.

c) In case an IBM Member is forced to stop the collaboration during an implementation period for extraordinary reasons (e.g. bankrupt of the entity) and is not able to pay that year's annual fee, the necessary budget for the remaining year/years of the implementation period shall be covered, if possible, by the financial reserves of the IBM project. Furthermore a general increase of the annual fees for the rest of the IBM Members shall be discussed during the consecutive meeting of the Steering Committee. If the reserves are not sufficient to cover the loss of an IBM Member, the IBM Administration will immediately inform the remaining IBM Members and an emergency decision will be taken. If there is no agreement over the topic, the whole project would come to an end.

### IV. Leadership

a) The election of the Leading Member shall take place at the end of each implementation period (once after every period) by all IBM Members present during the meeting of the Steering Committee. The question shall be included in the schedule of that year's meeting to give all IBM Members the chance to propose or comment on the topic.

b) Once elected, the leadership remains unchanged over the whole period unless more than half of the remaining IBM Members decide to request new elections during the meeting of the Steering Committee at some point in the middle of the implementation period for extraordinary reasons. In the event of a tie in the voting, the process should be repeated until there is a tiebreak. At the end of the implementation period, there shall be new elections to select the new Leading Member.

In case it is not possible to design a new Leading Member after the elections, the whole project would come to an end.

c) The Leading Member may commission a third party to implement the project in its name. This institution, henceforth named as IBM Administration, can be represented by an institution or a person. The Leading Member is qualified to give directives in coherence with the Frame Convention to the IBM Administration.

If the IBM Administration cannot fulfil its tasks once elected or the Leading Member does not find a qualified partner to implement the project (take the position of IBM Administration), the Steering Committee shall present and elect a new person or institution to implement the project by majority of votes.

In case no suitable institution can be found, the whole project would come to an end.

## V. Costs and finances

a) The total budget for the project is comprised by the annual fees paid by each IBM Member and covers salaries, office & travel costs, data base costs and to a minor part other specified expenses. Although the project is implemented in pre-defined periods, the payment is annual. The yearly fee and total annual budget are specified in the Annex of the Convention. The amount to be paid is annually subjected to inflation (Consumer Price Index) dependent on the current law of the state/country where the project is implemented (country where the IBM Administration has its seat).

b) The Leading Member is in charge for the financial management of the bank account of the IBM where the membership fees should be transferred. Moreover its duty is the delivery of invoices. The necessary information for the transferences shall be communicated when delivering the invoices. The interests produced by the money stored in the bank, eventual funds left from the previous year's budget and other supplementary subventions perceived shall be used exclusively for the IBM project. The additional required bank expenses for the transactions are borne by each IBM Member. All necessary costs for the maintenance of the bank account will be covered by the total IBM budget managed by the Leading Member. The Leading Member should present a financial report to the rest of IBM Members during the meeting of the Steering Committee.

c) The Leading Member is responsible of distributing the invoices with the year's fee to the rest of the IBM Members by the beginning of the current year, with deadline on the 31.01. Once the invoices have reached the recipients, they should be paid within a period of 6 weeks that might be extended in case there is some error in - or loss during delivery of the invoice, in which case the 6 weeks start counting from the moment a correct invoice has been delivered successfully.

d) In case an IBM Member revokes its membership (see **section III**) at the end of a certain implementation period, the consecutive annual fees for the rest of the IBM Members might be increased in case the total amount attained by the remaining IBM Members cannot cover the basic work of the IBM. If the fees dramatically rise (e.g. drop out of more than one IBM Member), the Leading Member (or on request the IBM Administration in its name) shall

inform the remaining IBM Members and together they must decide until the 28.02 of the current year whether the project should continue in the same line for the new implementation period (significant increase of the annual fees) or the annual working plan (working hours) is reduced accordingly. If no agreement has been reached by the 31.03, the whole project would come to an end.

e) In case the project finishes, the remaining budget will be distributed among the IBM Members that paid the previous year proportionally to their investment. The arrangements stated in **section VIII** that regulate publication rights remain valid also for former IBM Members.

## VI. Public relations work

All IBM Members undertake the obligation to mention the rest of subscribing partners in any action of public relations or publications considered under the terms of the Convention.

## VII. Data

a) Each IBM Member is responsible of communicating the name and contact information of a person who will be known as “permanent contact”. It is possible to substitute this person simply by informing the IBM Administration in written.

b) The exchange of information with the IBM Administration should be done in English if not otherwise expressly agreed. The IBM Members undertake the responsibility to inform the IBM Administration about all important matters concerning the species (such as establishment of new couples, recovery of dead or harmed birds, etc.) in their area of monitoring responsibility as soon as possible.

c) Each IBM Member is responsible for entering in the IBM Data base the information gathered of the species within their area of monitoring responsibility, including the creation of new files for nests and territories within the area and the entry of observations of birds taken in the area, as well as the management of this information henceforth. The information of observations should be differentiated between “common” observations (menu *Observations* of the IBM Data base) and observations of reproduction (menu *Reproduction* of the IBM Data base) following the user guide (manual) provided by the IBM Administration, and entered in the IBM Data base accordingly. For new birds (either born in captivity or in the wild the IBM Administration is responsible of creating the file and entry of all available information based on the information received by the corresponding IBM Member.

d) The IBM Data base consisting of the basic data on the birds and the observation data (see **point VII.c**) can be complemented with data from external sources (e.g. satellite telemetry or genetic data). These data are primarily provided for internal use (e.g. data validation). Any rights for the further use of such external data sources have to be specified in separate agreements with the data owners of the external data (see **section VIII**).



e) It is a task for the IBM Administration to submit the IBM Members all specific individual marks for the birds to be released (e.g. bleaching pattern and rings) at least 3 weeks prior the release. In case one or more of the individual marks have changed from what was suggested by the IBM Administration, the responsible IBM Members are required to confirm the final state within a period of maximum 1 month after release; in case this time is past and there is no agreement, the IBM Administration reserves the right to decide on the matter.

## VIII. Rights of use

a) In principle there shall be no restrictions for the internal use of the data provided by the IBM administrator and all IBM Members. The right for publication of data and documents provided to the IBM remains explicitly with the data owner.

b) The IBM Data base can be used by all IBM Members as a tool to reach the objectives of the IBM (see **section II**). All IBM Members as equal partners have the same rights to use all data (data specified in **section VII**) produced and communicated by the IBM Administration and the rest of IBM Members, reciprocally allowing each other to use their data. The respective IBM Members guarantee that they hold the necessary rights on the specified data without limitations (except data from external sources, see point **VII.d**), and that they can exercise and handover this right to the other IBM members. In well justified cases expressed to the Steering Committee in written, IBM Members can limit or extend the standard access (“view”) to their data to other IBM Members within the Friendship Menu of the data base (see *IBM Data base user’s manual*). Optional access rights are “export” and “modify”.

c) IBM Members consent to the publication of the data by a third party as long as this cannot jeopardize a part or the totality of the project. In order to guarantee the right of first publication of specific information (e.g. scientific research) it is necessary to wait for at least a year or explicitly request the consent of the responsible IBM Member. Nevertheless, it is not allowed to publish data without prior agreement (in written) of the IBM Member owning the corresponding data. When it is for non-commercial purposes, the publication of data of the project and any kind of documents produced by the IBM Administration or any IBM Member can be granted without charges after express request for permission and respecting the copyright in a proper way. More precise decisions about publications should be discussed by the Steering Committee.

d) For publications with commercial ends, there can be asked conditions, limitations and costs, and an adequate toll for the license should be paid to the IBM after deduction of the eventual taxes.

e) Data considered as sensible by the IBM Administration (e.g. position of nests), which publication could jeopardize a part or the totality of the project cannot be published unless it has been specified by the Steering Committee and responsible IBM Member and only when it cannot be a risk.

f) For data referred to people it applies the disposition of the Austrian law against the abuse of the informatics 2000 BGBl I Nr 165/1999 idgF.

## IX. Legal requirements

- a) The Austrian law is the only valid one when dealing with lawsuits that might result from this Convention or its validity. All IBM Members accept the competence of the court of Matrei in Osttirol and the regional court of Innsbruck.
- b) The invalidation of one or more resolutions of the above mentioned cases does not invalidate the whole Convention. When a certain resolution has been annulled, it must be substituted by another one corresponding with the sense and objectives of the old one. The same principles apply to missing resolutions or the necessity of a complement for an existing one.
- c) Modifications and additions to this convention should be registered in written in order to be legally objectionable.
- d) This convention is provided in two original samples. Each IBM Member shall receive a copy of this document.
- e) All IBM Members declare that no oral agreement can substitute the Convention. The eventual modification of this convention can only be made in written in order to be legally objectionable. The signatories declare their acceptance of the conditions included in this contract and expressly accept the system of reciprocal contribution as basis for the work, which will not be questioned by any of the parties due to errors, reduction to less than half the real value or any other reason. They declare likewise their acceptance of the equality between services and profit described above.
- f) In case of no written notification of any change of the contact address provided by the IBM Members, all communications sent to them will be considered as received.

## X. Summary of the Annexes

- 1) *Annex to the IBM Convention*: It contains all necessary extra information, such as detailed description of annual activities and tasks, and important data that might change through the years, such as annual fees and number and names of IBM Members. Unless it is specifically mentioned within the Frame Convention itself, the attached Annex forms part of it. It is subdivided in 2 independent documents:
  - 1.1) Annex 1/2: Tasks and Responsibilities
  - 1.2) Annex 2/2: Structure and Finances
- 2) Map of the IBM Monitoring Sectors & List of IBM contacts: A map showing the areas of survey of each IBM Member and a list with information of contact of these Members are hosted and updated in *Monitoring* at the IBM webpage ([www.gyp.monitoring.com](http://www.gyp.monitoring.com)).



## DECLARATION of ADHESION to the IBM Convention

..... represented by .....  
*hereby certifies their adhesion to the project "International Bearded vulture Monitoring" (IBM)  
and declare their express and unconditional acceptance of the rights and responsibilities  
specified in this Frame Convention.*

....., on the .....of..... of the year.....